

**Amendment to the Agreement
Between
DIECA Communications, Inc. dba Covad Communications Company
and
BellSouth Telecommunications, Inc.
d/b/a AT&T Alabama, AT&T Florida, AT&T Georgia,
AT&T Kentucky, AT&T Louisiana, AT&T Mississippi,
AT&T North Carolina, AT&T South Carolina and
AT&T Tennessee**

Pursuant to this Amendment, (the "Amendment"), DIECA Communications, Inc. dba Covad Communications Company (Covad), and BellSouth Telecommunications, Inc. d/b/a AT&T Alabama, AT&T Florida, AT&T Georgia, AT&T Kentucky, AT&T Louisiana, AT&T Mississippi, AT&T North Carolina, AT&T South Carolina and AT&T Tennessee ("AT&T"), hereinafter referred to collectively as the "Parties," hereby agree to amend that certain Interconnection Agreement between the Parties dated July 25, 2007 and effective August 24, 2007 (Agreement) to be effective after the date of the last signature executing the Amendment (Effective Date).

WHEREAS, AT&T and Covad entered into the Agreement dated July 25, 2007 and effective August 24, 2007, and;

NOW THEREFORE, in consideration of the mutual provisions contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereby covenant and agree as follows:

1. The Parties agree to delete Covad's contact information in Section 20.1 of the General Terms and Conditions in its entirety and replace with the following:

Gregory T. Diamond
Senior Counsel
7901 Lowry Blvd
Denver, CO 80230
720.670.1069 phone
720.670.3350 fax
gdiamond@covad.com

2. All of the other provisions of the Agreement, dated July 25, 2007 and effective August 24, 2007, shall remain in full force and effect.
3. Either or both of the Parties are authorized to submit this Amendment to the respective state regulatory authorities for approval subject to Section 252(e) of the Federal Telecommunications Act of 1996.
4. In entering into this Amendment, neither Party waives, and each Party expressly reserves, any rights, remedies or arguments it may have at law or under the intervening law or regulatory change provisions in the underlying Agreement (including intervening law rights asserted by either Party via written notice predating this Amendment) with respect to any orders, decisions, legislation or proceedings and

any remands thereof, which the Parties have not yet fully incorporated into this Agreement or which may be the subject of further review.

IN WITNESS WHEREOF, the Parties have executed this Amendment the day and year written below.

**BellSouth Telecommunications, Inc.
d/b/a AT&T Alabama, AT&T Florida,
AT&T Georgia, AT&T Kentucky,
AT&T Louisiana, AT&T Mississippi,
AT&T North Carolina, AT&T South
Carolina and AT&T Tennessee**

By: Kristen E. Shore

Name: Kristen E. Shore

Title: Director

Date: 11/8/07

**DIECA Communications, Inc. dba
Covad Communications Company**

By: Douglas Carlen

Name: Douglas Carlen

Title: SVP & General Counsel

Date: 11/5/07

FACILITIES-BASED OCN # _____

ACNA _____